

1 BEAU BRADY LEBARON
2 SELF REPRESENTED INDIVIDUAL
3 217 E ACACIA APT A
4 BREA CA 92821
5 (714) 476-0192

6 UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

7 BEAU LEBARON ,
8 W2 employee/ Creditor/ Claimant ,

Case No.: 18-23538 (RDD)

9 vs.

(Jointly Administered)

10 SEARS HOLDINGS CORPORATION, ET AL.,,

11 Debtors ¹

12 ¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax
13 identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116);
14 Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc.
15 (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC
16 (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537);
17 Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears
18 Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises,
19 Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears
20 Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861);
21 Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico,
22 Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of
23 Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc.
24 (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC
25 (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Rover
26 Brands Business Unit, LLC (f/k/a Sears Brands Business Unit Corporation) (4658); Sears Holdings Publishing
27 Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None);
28 SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None);
29 BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC
30 (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the
31 Debtors' corporate headquarters is 1700 Broadway, 19th Floor, New York, New York 10019.

32 WEIL, GOTSHAL & MANGES LLP
33 767 Fifth Avenue
34 New York, New York 10153
35 Telephone: (212) 310-8000
36 Facsimile: (212) 310-8007
37 Ray C. Schrock, P.C.
38 Jacqueline Marcus
39 Garrett A. Fail
40 Sunny Singh
41 DOMINIC A. LITZ, ESQ.
42 AT (212) 310-8000
43 Attorneys for Debtors
44 and Debtors in Possession

45 I OPPOSE THE OBJECTION 9284 AND REQUEST TO MOVE FORWARD WITH MY CLAIM BEING
46 SCHEDULED TO PAYMENT - 1

1 I Beau Brady LeBaron Claimant and W2 Employee was terminated without issue on June 12 2019. By my former
2 Employer Sears Holding Corp. The Debtor. The Dates supplied by Thomas and Company in Feb 2021 uploaded
3 with my response 3-2-21:

4 3-12-2018 to 6-12-2019.

5 Aos the HR Dept New Entity owner that also answered in Feb 2021 gave the same response.

6 I was a loyal and more over provided revenue to my employer. Beginning with a record setting
7 month \$172,000. And I never stopped. I kept the mindset that I would Save help provide and conquer and I did that
8 daily regardless of the issues that came with the Job title. Project Consultant. I trusted and although that may
9 sound foolish to some in legal formats..

10 I believe in the idea that good work should and would bring good pay . As I have never in my 53 years had a
11 company Not pay me for the ethical work that I always set out to provide.

12 This being My third Bankruptcy or Bankrupt Company. I always felt it was important to stay and give back what
13 your employer may have given to you up to that date.

14 To the objection to claim (s) 24733-24734 that the Debtor on Feb 9 2021 brings on Document # 9284 the Twenty
15 Third Omnibus. Case 18-23538 “The Claim was filed after the applicable date set forth in the Order
16 Establishing Deadline to File Proofs of Claim and Procedures Relating Thereto, entered on February
17 22, 2019 (ECF No. 2676.

18 . Before, During and after the Filing date of 10-15-18 generate the most Important factors that a
19 debtor and Creditor, Creditor Committee could wish for, Revenue. As I was told the projects I created and there
20 were many I self-Generated and I am certain all details can be accessed as the Debtor was required to submit
quarterly reviews. As well I was the point of contact with clients upset with the Debtors performance. Being
subjected to the Harsh realities of projects and Misfortune due to Management, Administrative, Executive and Board
Decisions that in my Claim (s) equate to beyond my control.ⁱ

21 Required to sell Appointment provided by the Debtor. The Priority each Day. One Call Close in
22 the Homes of Sears Holdings Corporation most Loyal Customer Base Or be Terminated. Immediately following 10-
23 15-18. The eminent Sale of my Division The Sears Home Improvement Products Inc.ⁱⁱ to Service the Vetted
24 Contractors loyal and trustworthy walk or freeze shipments. Causing delays and Fear in the office and more
important as the numbers below represent.

25 My Pay is affected and in fact Stops.ⁱⁱⁱ

26 Each of the Pay Dates below show only the amount paid to me. What they fail to show are the
27 deductions that are illegal and do not follow the Compensation plan Hs 1591 Ca only Project Consultants. As well
28 I OPPOSE THE OBJECTION 9284 AND REQUEST TO MOVE FORWARD WITH MY CLAIM BEING
SCHEDULED TO PAYMENT - 2

1 they do not comply to Federal or State labor laws. The Dollars I am left with vs the amount of revenue that I
2 generate for the debtor directly show a substantial loss in the debtor's ability to operate legitimately during that
3 initial time that is so important with regards not just the Court, DIP, and Creditors, but the employees that make it
4 solvent by being present each day regardless of headlines, News reports and word of mouth. We all just experienced
this, and we still are after Covid 19.

5 2-22-19 the Bar date that was extended to 4-19-2019 ^{iv} and Government entities until Sept 2019.^v
6 As I filed my claim and was one that basically just worked for free? Is that the idea. I think the Automatic stay
7 violation you are already aware of is as well an issue along with the 28 labor code violations and you know the rest .
8 So, I have my info and I have my very accurate response or my facts that lead simply Being required to work while
the Debtor did not perform the Final Order.

9
10 ** these pay dates only represent the days following the 10-15-18 filing as the debtor will be
11 responsible for what is leading up to the filing and I have already provided you with that information.

12 Today we are discussing the Bar date. But I feel the Court should be made aware of the facts that
13 surmount to Numerous blatant violations of Federal and State Labor Laws.

14 Job Payment Status: Completed Job (Count:, Payout: \$7,688.39) **This Dollar Amount
15 represents a fraction of my pay after The debtor fails in hiring and accounting and contracting. **

16 Payment Date: 6/28/2019 (Count: 3, Payout: \$812.66)

17 Payment Date: 6/14/2019 (Count: 4, Payout: \$400.00)

18 Payment Date: 5/31/2019 (Count: 1, Payout: \$61.76) Violation California labor code

19 Payment Date: 5/17/2019 (Count: 2, Payout: (\$102.57)) VIOLATION

20 Payment Date: 5/3/2019 (Count: 3, Payout: \$2,478.02) THIS IS NOT MY PAY \ VIOLATION WRITTEN
21 UP ONE FULL YEAR LATER FOR ASKING ABPOUT MY PAY \ VIOLATION

22 4/19/2019 MISSING unlawful

23 4/05/2019 MISSING unlawful

24 Payment Date: 3/22/2019 (Count: 4, Payout: \$1,239.39)

25 3/08/2019 MISSING unlawful

26 2/22/2019 No pay but this the debtors mandatory bar date.

27 2/08/2019 MISSING unlawful

28 Jan 27 service offer gets denied (consider the weeks leading up to that purchase)

Payment Date: 1/25/2019 (Count: 2, Payout: \$618.30)

1/11/2019 MISSING RTO RTP (CHARLES MARTIN?)

Payment Date: 12/28/2018 (Count: 5, Payout: \$1,740.31) – this is sick vacation or holiday pay?

12/14/2018 MISSING RTO/RTP

11/16/2018 MISSING RTO/RTP

I OPPOSE THE OBJECTION 9284 AND REQUEST TO MOVE FORWARD WITH MY CLAIM BEING
SCHEDULED TO PAYMENT - 3

1 11/30/2018 MISSING RTO/RTP
2 Payment Date: 11/2/2018 (Count: 1, Payout: \$440.51)

3 Job Payment Status: RTO Job (Count: 17, unpaid ! Dollar amount up to 6-14-21 and all projects that come after my
4 termination from Debtor should be paid by :6/15/19. Labor Code 206.5

5 Payment Date: 6/28/2019 (Count: 1, Payout: \$412.27)

6 Payment Date: 6/14/2019 (Count: 4, Payout: \$2,512.90)

7 Payment Date: 5/31/2019 (Count: 5, Payout: \$229.63)

8 Payment Date: 8/9/2019 (Count: 2, Payout: (\$1,574.94)) VIOLATION AGM KEVIN SALBAD. THE
9 COMMUNICATION COMES ON A SEARS HOLDING CORP LETTER HEAD . SEE CLAIM 24733 DETAILS

10 Payment Date: 7/26/2019 (Count: 5, Payout: (\$602.59)) VIOLATION AGM KEVIN SALBAD.

11
12 The key here is that it is illegal to have someone working for you, promise to pay them and then
13 not pay them, even if you are in bankruptcy. Bankruptcy will not exempt an employer from their legal obligation to
14 pay employees as prescribed by federal law. Just to clarify, if an employee continues to work with you after you file
15 Chapter 11 bankruptcy, you must pay them. If you closed your business down after you filed bankruptcy and owe
16 employees money for work done before you filed bankruptcy, those employees become part of your creditors in that
bankruptcy case. That then positions me Before, During and after. 10-15-2018

17 As A W2 Employee with Benefits that included a life policy at \$45,000. Expenses Paid. Mileage paid and
18 required illegal over time. If not in office for those days Consultants are written up . As well the Lake Mary Call
Center owned by the Debtor pay the employees their overtime for the same work I am required to do 8-10 hours.

19 By Law, Federal, state and by the rule of this court the above presents a picture of non-Performance.

20 as for the period from 3-12-18 to 10-15-18 there is a 3% allowance that the debtor ignores and allows \$23,678.00 In
21 deductions that were outlined in the addition of a spread sheet 3-2-2021 to my amended claim.

22
23 I oppose the debtor's objection and I respectfully submit the details as stated here in and payment
of my claim (s) 24733 24734 It has been 712 days since I left Sears Holding Corp by way of Termination that I was
24 not even given a notification until 6-21-19 via mail this is uploaded in my original claim documents 4-13-20. This
25 date 4-13-2020 is the moment that I am given a green light to pursue the Debtor by the labor Board as the letter from
the California Labor Board Wage Unit sends on 4-6-20 following the dismissal of my retaliation case that was
26 dismissed for the new Owner as they are reported to be protected by an Automatic Stay provided by this Court. A
clear violation and I would like to seek punitive damages as well as the consumer fines allowed for the reference to
27
28 I OPPOSE THE OBJECTION 9284 AND REQUEST TO MOVE FORWARD WITH MY CLAIM BEING
SCHEDULED TO PAYMENT - 4

1 my background already approved by Sears Holdings Corp stating meets company standards . I realize the need to
2 win a response in a retaliation claim is important, but I ask the court to clarify as the new owner is still headed for a
3 Hearing in case 809099. This conference from this case occurred 2-25-21. And also, is when the debtor supplied
4 me the check stubs after numerous attempts over two years .. Mrs. Mcgrail then ads a link to a picture taken of me
5 being arrested and supplies this to the labor Board investigator. And this becomes the focal point for the next year.
6 In fact, today I am still treated as If I had created some insane heinous crime when in fact I report that 18 years old
7 charge readily and I would request the court investigate Mrs. Mccgail and the Admin that allowed Sears Holdings
8 Corp share that type of information to sway and mislead an investigation violates employee protection laws Federal
9 and State. I do ask the New York in Bankruptcy Court Southern District and The Honorable Judge Robert D
10 Drain to consider any and all waiting t time penalties that is allowed.
11

12 And I would as well like to have a conversation regarding the potential violation of the Automatic
13 Stay in case 18-23538- and 18-23537 if that even exists . for The new New Buyer and how the Debtor allowed that
14 use of it and as well portrays itself as the old and or new owner to fit any given situation to avoid prosecution .
15

16 The details of which I have provided to you
17

18 Most Sincerely
19

20 Beau Brady LeBaron
21 714-476-0192
22 beau@bluesoulpub.com
23 claim 24733-24734
24

25 
26

27 25 DAY OF MAY 2021

28 ⁱ Sears Holding Corp Project Consultant Compensation Program. See Page 9-14 of HA 1591 CALIFORNIA REPS ONLY.

ⁱⁱ Not to be Confused with Transformco SR Holdco Transform Home Improvement DBA Sears Home Improvement Products llc Delaware Company. what a mess that caused.

ⁱⁱⁱ I experience A walk out by Mgmt. and my pay is directly affected by that fact. And a chair left open from 12/28/18 to 4-4-2019.

^{iv} I am not paid that day and I just finish march with over \$85,000 Gross. April I started off the month with a triple combo. \$32,000. A lady down the street from me. And its only gets worse .. And I still stay as I want to see the new Sears Rise from the ashes as Edward Lampert Tells us in March 2019 . He also states he did see that our pay or benefits would be affected. I was already affected some 8 weeks of missing pay .. Beyond my control.

I OPPOSE THE OBJECTION 9284 AND REQUEST TO MOVE FORWARD WITH MY CLAIM BEING SCHEDULED TO PAYMENT - 5

1
2
3 "At this time, I have already filed with California Labor Board. Case 376757 a conference to manage the very difficult separation of the Entity
4 that represents itself as One Company that did work for Pennsylvania Corporation work the same positions In the new and not to be confused
5 with the Old the LLC Dba what Debtor Calls itself.

6 ** This created the Automatic Stay Violation . that then takes place after I file a separate Retaliation Case for the new owner where the
7 Administration and Management take my personal information from a file that is not in any state or Federal law allowed to be shared after a
8 chapter 11 Bankruptcy liquidation and they fabricate a response to my retaliation claim with the new LLC DBA as SHIP LLC. And worse the
9 call up an automatic stay and claim to have protection from a case that I have been informed by the Weil Law Team. Sept 2nd 2020. In 20 min
10 conversation of specifics about my claim and its validity .. That they are not .. In fact, 6 months after they are being sued by Pennsylvania corp .
11 for 57 million. But the damage is already done as the DSLE Unit in California and the Investigator as well as her supervisor and their managers
12 all meet with me to tell me They are protected by this courts. Judge Drain and his ordered automatic stay for the Debtor in Possession and its
13 subsidiaries for 18-23538. Prepared by Sears Holdings Corporation Betsey Mcgrail Fair Employment Consultant at Sears Holdings
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I OPPOSE THE OBJECTION 9284 AND REQUEST TO MOVE FORWARD WITH MY CLAIM BEING
SCHEDULED TO PAYMENT - 6